

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

American Heart Technologies, LLC, et al.,

Plaintiff(s),

v.

Amirhossein Jaberzadeh Ansari, et al.,

Defendant(s).

Case No.: 2:22-cv-08387-MEMF-RAO

**ORDER GRANTING IN PART MOTION  
FOR ATTORNEY’S FEES AND COSTS  
[ECF NO. 82]**

Before the Court is a Motion for Attorney’s Fees and Costs filed by Defendant and Counterclaimant Amirhossein Jaberzadeh Ansari (“Ansari”). ECF No. 82. For the reasons stated herein, the Court hereby GRANTS the Motion for Attorney’s Fees and Costs IN PART.

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**SUMMARY OF ORDER FOR *PRO SE* LITIGANT AMIRHOSSEIN JABERZADEH  
ANSARI**

The Court addresses your Motion for Attorney’s Fees and Costs in this Order. You requested that the Court award you \$56,734.99 in reasonable attorney’s fees and \$3,369 in costs, for a total of \$60,103.99. ECF No. 82 at 2. This Order will explain why the Court GRANTS your Motion for Attorney’s Fees and Costs IN PART. Because you are proceeding without an attorney, the Court included a section at the end of this Order with resources for self-represented litigants that you may find helpful.

**BACKGROUND**

**I. Factual Background**

Plaintiff and Counterclaim Defendant American Heart Technologies, LLC (“American Heart”) is a medical research and development company that invests in and develops medical technologies that focus on early detection of cardiovascular diseases, lung cancer, and other medical conditions. Plaintiff and Counterclaim Defendant HeartLung Corporation (“HeartLung”) is a startup venture of American Heart.<sup>1</sup> American Heart and HeartLung collaborate with university medical centers to develop and commercialize advanced artificial intelligence (“AI”) technologies for early detection of medical conditions. Counterclaim Defendant Morteza Naghavi (“Naghavi”) is the founder and Chief Executive Officer of HeartLung.<sup>2</sup> Defendant and Counterclaimant Amirhossein Jaberzadeh Ansari is a former contractor of HeartLung.

This case concerns American Heart and HeartLung’s allegations that Ansari misappropriated Plaintiffs’ trade secrets, breached relevant contracts and duties, and converted Plaintiffs’ trade secrets for his own personal use.

**II. Procedural History**

On November 16, 2022, Plaintiffs filed a complaint against Ansari and Does 1 through 10. ECF No. 1. Plaintiffs filed a First Amended Complaint on December 16, 2022, alleging four causes

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<sup>1</sup> The Court will refer to American Heart and HeartLung, collectively, as the “Plaintiffs.”

<sup>2</sup> The Court will refer to American Heart, HeartLung, and Naghavi, collectively, as the “Counterclaim Defendants.”

1 of action: (1) trade secret misappropriation under federal law (18 U.S.C. § 1836, *et seq.*); (2) breach  
2 of contract; (3) trade secret misappropriation under state law (Cal. Civ. Code § 3426); and (4)  
3 conversion. *See generally* ECF No. 11 (“First Amended Complaint” or “FAC”).

4 On April 3, 2023, Ansari filed an Answer and Counterclaim. ECF No. 18. Ansari asserted  
5 fifteen affirmative defenses and twelve counterclaims against American Heart, HeartLung, Naghavi,  
6 and Roes 1 through 10. *See id.* At the summary judgment stage, Ansari sought summary judgment as  
7 to Plaintiffs’ four causes of action and his twelve state-law counterclaims. ECF Nos. 63, 63-7.

8 On April 21, 2025, this Court granted summary judgment in part and dismissed Plaintiffs’  
9 two trade secret claims, breach of contract claim, and conversion claim. ECF No. 76 (“SJ Order”).  
10 The Court declined to rule on whether Ansari is entitled to summary judgment on his state law  
11 counterclaims and ordered Plaintiffs to show cause as to why the Court should exercise supplemental  
12 jurisdiction over the remaining counterclaims. *Id.*

13 On May 5, 2025, Plaintiffs filed a response in favor of the Court declining to exercise  
14 supplemental jurisdiction. ECF No. 80. On June 4, 2025, the Court dismissed Ansari’s twelve state-  
15 law counterclaims without prejudice so that Ansari may refile them in California state superior court.  
16 ECF No. 92.

17 On May 8, 2025, Ansari filed the instant Amended Motion for Attorney’s Fees and Costs.  
18 ECF No. 82 (“Motion” or “Mot.”). Plaintiffs filed an opposition and Ansari filed a reply. ECF Nos.  
19 84 (“Opposition” or “Opp’n”), 86 (“Reply”).

20 **I. Applicable Law**

21 Under California law, parties to a contract may agree that attorney’s fees shall be awarded to  
22 the prevailing party if there is litigation regarding the contract, and in that circumstance, attorney’s  
23 fees “shall be awarded” to the “the party who is determined to be the party prevailing on the  
24 contract.” *See* Cal. Civ. Code § 1717(a). “Reasonable attorney’s fees shall be fixed by the court.”  
25 *See id.* After a noticed motion, the court “shall determine who is the party prevailing on the contract  
26 for purposes of this section.” *See id.* “The determination of the party prevailing on the contract for  
27 purposes of awarding attorney fees under section 1717 must be made independently of the  
28 determination of the party prevailing in the overall action for purposes of awarding costs under Code

1 of Civil Procedure section 1032.” *Douglas E. Barnhart, Inc. v. CMC Fabricators, Inc.*, 211 Cal.  
2 App. 4th 230, 239 (2012). The “burden of proof is on the party seeking the attorney fee award.”  
3 *Diamond v. John Martin Co.*, 753 F.2d 1465, 1467 (9th Cir. 1985).

4 “Where a cause of action based on the contract providing for attorneys’ fees is joined with  
5 other causes of action beyond the contract, the prevailing party may recover fees under section 1717  
6 only as they relate to the contract action.” *Id.* “A litigant may not increase the fee recovery by  
7 joining a cause of action in which fees are not recoverable with one in which they are.” *Id.* “The  
8 converse is also true; that is, joinder [of several causes of action] should not dilute the right to  
9 attorneys’ fees.” *Id.* “Thus, although time-keeping and billing procedures may make a requested  
10 segregation difficult, they do not, without more, make it impossible.” *Id.*

11 “The determination of what constitutes the actual and reasonable attorney fees are committed  
12 to the sound discretion of the trial court.” *Fed-Mart Corp. v. Pell Enters., Inc.*, 111 Cal. App. 3d 215,  
13 228 (Ct. App. 1980). Unless special circumstances dictate a different award, a party should generally  
14 recover for “all hours reasonably spent.” *Meister v. Regents of Univ. of California*, 67 Cal. App. 4th  
15 437, 447 (1998); *see also Hensley v. Eckerhart*, 461 U.S. 424, 430 n.4 (1983) (“In computing the  
16 fee, counsel for a prevailing party should be paid, as is traditional with attorneys compensated by a  
17 fee-paying client, for all time reasonably expended on a matter.”). “A fee request that appears  
18 unreasonably inflated is a special circumstance permitting the trial court to reduce the award or deny  
19 one altogether.” *Meister*, 67 Cal. App. 4th 437, 447–48. Where a court specifically requests certain  
20 information in order to calculate a fee award, and a party refuses to provide it, the Court does not  
21 abuse its discretion by awarding a fee award far smaller than what was requested. *See Diamond*, 753  
22 F.2d at 1468.

## 23 **II. Discussion**

24 Ansari moves for attorney’s fees solely on a contractual basis. The parties dispute whether  
25 Ansari is the prevailing party in this action<sup>3</sup> but otherwise agree that the relevant contract authorizes  
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27 <sup>3</sup> Plaintiffs dispute that Ansari is the prevailing party as to his breach of contract counterclaim, but do not  
28 seriously dispute that Ansari is the prevailing party as to Plaintiffs’ breach of contract claim and other related  
claims brought against him. Opp’n at 2–3.

1 an award of attorney's fees to the prevailing party. The Court therefore must first determine which  
2 party is the prevailing party before calculating the appropriate fee award. For the reasons discussed  
3 below, the Court finds that Ansari is entitled to attorney's fees as the prevailing party under the  
4 relevant contract, and GRANTS IN PART Ansari's Motion. The Court will award a reduced amount  
5 of attorney's fees and costs.

6 **A. Ansari is Entitled to Fees Under Contract as the Prevailing Party.**

7 The determination of the "prevailing party" for attorney's fees based on a contractual  
8 provision requires ascertaining who is the "prevailing party *on the contract*," which in some  
9 circumstances is distinct from "the party prevailing in the overall action." *See Barnhart*, 211 Cal.  
10 App. 4th at 239 (emphasis in original). "When a party obtains a simple, unqualified victory by  
11 completely prevailing on or defeating all contract claims in the action and the contract contains a  
12 provision for attorney fees, section 1717 entitles the successful party to recover reasonable attorney  
13 fees incurred in prosecution or defense of those claims." *Id.* "If neither party achieves a complete  
14 victory on all the contract claims, it is within the discretion of the trial court to determine which  
15 party prevailed on the contract or whether, on balance, neither party prevailed sufficiently to justify  
16 an award of attorney fees." *Id.*

17 First, the Court finds that the relevant contract authorizes fee awards for the prevailing party.  
18 Neither party attempts to dispute this. *See* Mot, Opp'n. Ansari entered into a Services Agreement  
19 with American Heart and HeartLung. ECF No. 63-10 at 2. ("Services Agreement" or "Agreement").  
20 The Services Agreement contains a fee-shifting provision:

21 27. Legal Fees. If any legal action is brought by either of the parties hereto, it is  
22 expressly agreed that the party in whose favor final judgment shall be entered shall be  
23 entitled to recover from the other party reasonable attorney's fees in addition to any  
24 other relief which may be awarded.

24 *Id.* (Section 27).

25 Second, the Court finds that Ansari was the prevailing party on the contract claims. Here,  
26 each side brought claims for breach of contract as to the Services Agreement. *See* FAC (operative  
27 claims), ECF No. 18 (operative counterclaims). The Court granted partial summary judgment in  
28 Ansari's favor and dismissed Plaintiffs' two trade secret claims, conversion claim, and breach of

1 contract claim. *See* SJ Order. Ansari misstates the record when he asserts that the Court also granted  
2 him summary judgment on his misclassification as independent contractor claim. Mot. at 1. The  
3 Court issued a tentative order finding that Ansari was entitled to summary judgment on his  
4 misclassification claim. However, upon Ansari's request at the summary judgment hearing, the  
5 Court's final SJ Order declined to reach the misclassification claim and the twelve counterclaims,  
6 but this was not accurately reflected due to two scrivener's errors.<sup>4</sup> *See* SJ Order at 19. The Court  
7 subsequently entered a minute order dismissing those counterclaims without prejudice so that Ansari  
8 may refile them in California state superior court. *See* ECF No. 92. Regardless, the Court still finds  
9 Ansari was the prevailing party because he succeeded in defending against Plaintiffs' breach of  
10 contract claim and other related claims at summary judgment.

11 Plaintiffs argue that Ansari is not the prevailing party because the Court's SJ Order did not  
12 reach the merits of Ansari's breach of contract counterclaim. Opp'n at 2. Because of this, Plaintiffs  
13 insist the "net success cannot be ascertained until the final termination of the suit." *Id.* at 4. Plaintiffs  
14 further point out that some of Ansari's employment-related counterclaims seek to "invalidate the  
15 terms" of the Services Agreement. *Id.* Until those counterclaims "are resolved by a California court,"  
16 Plaintiffs contend there is "no final disposition of the rights of the parties and therefore no prevailing  
17 party under Civil Code [section] 1717." *Id.* at 5.

18 The Court disagrees. "[I]n deciding whether there is a 'party prevailing on the contract,'" this  
19 Court must "compare the relief awarded on the contract claim or claims with the parties' demands on  
20 those same claims and their litigation objectives as disclosed by the pleadings, trial briefs, opening  
21 statements, and similar sources." *Hsu v. Abbata*, 9 Cal. 4th 863, 876 (1995). "The prevailing party  
22 determination is to be made only upon final resolution of the contract claims and only by 'a  
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26 <sup>4</sup> The Court notes two scrivener's errors in the SJ Order, which will be corrected in a separate Amended SJ  
27 Order. First, the Court mistakenly concluded that "Summary Judgment is GRANTED to Ansari on the  
28 Misclassification as Independent Contractor Claim." SJ Order at 21. Second, the Court signaled in footnote 13  
that it would address Ansari's misclassification claim (it did not). *Id.* at 19 n.13. Because the Court declined  
to address whether Ansari was entitled to summary judgment on his twelve counterclaims, the Court also did  
not reach the misclassification claim.

1 comparison of the extent to which each party ha[s] succeeded and failed to succeed in its  
2 contentions.” *Id.* (citation omitted).

3 Plaintiffs’ main objective in bringing this suit was to obtain the relief requested in the  
4 complaint. Ansari’s objectives were twofold: (1) to prevent Plaintiffs from obtaining such relief and  
5 (2) to obtain separate relief requested in the countercomplaint. Because Plaintiffs’ four causes of  
6 action terminated in dismissal at summary judgment, Plaintiffs did not obtain by judgment any of the  
7 relief they requested. Therefore, Plaintiffs failed in their litigation objective and Ansari succeeded in  
8 his, in part, by defending against Plaintiffs’ suit. *See Santisas v. Goodin*, 17 Cal. 4th 599, 609  
9 (1998). Under these circumstances, section 1717 permits litigants like Ansari to recover attorney’s  
10 fees “whenever the opposing part[y] would have been entitled to attorney fees under the contract had  
11 they prevailed.” *Id.* at 610–611 (“The primary purpose of section 1717 is to ensure mutuality of  
12 remedy for attorney fee claims,” such as “when a person sued on a contract . . . defends the litigation  
13 ‘by successfully arguing the inapplicability, invalidity, unenforceability, or nonexistence of the same  
14 contract.’ ” (citation omitted)); *see DisputeSuite.com, LLC v. Scoreinc.com*, 2 Cal. 5th 968, 973  
15 (2017) (“[A] party who obtains an unqualified victory on a contract dispute, including a defendant  
16 who defeats recovery by the plaintiff on the plaintiff’s entire contract claim, is entitled as a matter of  
17 law to be considered the prevailing party for purposes of section 1717.” (citing *Hsu*, 9 Cal. 4th at  
18 876)).

19 Moreover, Plaintiffs concede in their Opposition that their two trade secret claims are  
20 “related to and connected to” their breach of contract claim. Opp’n at 3. If that is the case, then by  
21 Plaintiffs’ own count, Ansari would still achieve a “net success” even if he were to lose on his  
22 breach of contract counterclaim in state court. Either way, Ansari comes out the prevailing party.  
23 Finally, the Court rejects Plaintiffs’ argument that there is no final judgment on the contract claims  
24 given Ansari’s employment-related counterclaims seek to invalidate provisions of the Services  
25 Agreement. *Id.* at 2. At the summary judgment hearing, Plaintiffs admitted that if Ansari were to  
26 prevail on his misclassification as independent contractor claim, then Plaintiffs would have to devise  
27 an entirely new employment contract determining Ansari’s rate of pay and job title as a full-time  
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1 employee of HeartLung. Such an outcome would have no impact on validity of the Services  
2 Agreement, which the parties agree is a valid enforceable contract.<sup>5</sup> FAC ¶ 42; ECF No. 63-7 at 9.

3 Accordingly, Court concludes that Ansari was the “prevailing party” under the Services  
4 Agreement and is thus entitled to reasonable attorney’s fees and costs.

5 **B. The Court Awards Ansari Reduced Attorney’s Fees and Costs.**

6 Ansari requests \$56,734.99 in reasonable attorney’s fees. *See* Mot. at 2; Declaration of  
7 Amirhossein Jaberzadeh Ansari, ECF No. 82-1 (“Decl. Ansari”) ¶¶ 5–8. This requested award is  
8 based on a \$750 flat fee for Peter Lively (“Lively”), \$650 hourly rate for Alain V. Bonavida  
9 (“Bonavida”), \$695 flat fee for Steven Vondran (“Vondran”), \$350 hourly rate for Aidin Ghavimi  
10 (“Ghavimi”), \$150 hourly rate for Jared Wichnovitz (“Wichnovitz”), \$125 hourly rate for Pearlette  
11 Toussant (“Toussant”), and \$150 hourly rate for other support staff. *See* ECF No. 82-2 at 5–67.

12 As an initial matter, the Court notes that Plaintiffs do not contest in their Opposition the  
13 amount or reasonableness of the fees and costs sought for Lively, Vondran, Wichnovitz, Toussant,  
14 and other support staff. *See* Opp’n. The Court will therefore first address the reasonableness of these  
15 fees and costs before turning to Plaintiffs’ arguments. In determining fees, the Court applies the  
16 lodestar method, which is calculated by multiplying the number of hours reasonably expended by a  
17 reasonable hourly rate. *Intel Corp. v. Terabyte Int’l, Inc.*, 6 F.3d 614, 622 (9th Cir. 1993). The Court  
18 finds that the hourly rates applied by Lively, Vondran, Wichnovitz, Toussant, and other support staff  
19 are reasonable. *See* ECF No. 82-2 at 5–10, 38–61. The Court further finds that the hours Lively,  
20 Vondran, Wichnovitz, and Toussant expended (41.6) were reasonable to defend against Plaintiffs’  
21 claims. *See id.* However, the Court denies Ansari’s request for \$1,749 in “expert witness fees”  
22 because it is not supported by the evidence, as Exhibit 11 is an invoice for forensic investigation  
23 services. *See id.* at 62–64; *see also* ECF No. 94. Moreover, Ansari stated at the hearing that Plaintiffs  
24 agreed to refund him for this cost.

25 \_\_\_\_\_  
26 <sup>5</sup> The Court further notes that if Ansari were to prevail on his misclassification claim in state court, then his  
27 employment-related counterclaims would directly implicate the newly devised employment contract (not the  
28 Services Agreement), since the unpaid wages Ansari is seeking are provided to full-time employees by law.  
*See* ECF No. 18. Conversely, if Ansari were to lose on his misclassification claim, then his employment-  
related counterclaims would have no effect on the Services Agreement.



1 Plaintiffs raise numerous challenges to Ansari's Motion. First, Plaintiffs argue Ansari is not  
2 entitled to a full recovery of attorney's fees because section 1717 "applies only to fee requests based  
3 on *contractual* fee-shifting clauses, not to *statutory* fee-shifting provisions." Opp'n at 3 (emphasis in  
4 original). According to Plaintiffs, this distinction is important because their breach of contract claim  
5 is "connected to and related to" their two trade secret claims brought under the Defend Trade Secrets  
6 Act ("DTSA") and California Uniform Trade Secrets Act ("CUTSA"), each of which have their own  
7 fee-shifting provisions. *Id.* (citing 18 U.S.C. § 1836(b)(3)(D) and Cal. Civ. Code § 3426.4). Since  
8 Ansari has not made the required "showing of bad faith" under the DTSA and CUTSA, Plaintiffs  
9 argue he is not entitled to the full amount of requested attorney's fees. *Id.* at 3–4. The Court rejects  
10 Plaintiffs' argument because California law permits a party to recover attorneys' fees when provided  
11 for by contract *or* statute. *See* Cal. Civ. Proc. Code §§ 1021, 1033.5(a)(10). As discussed previously,  
12 Ansari elected to recover attorney's fees on a contractual basis only. *See* Mot. at 2; Services  
13 Agreement at 9, Section 27. Accordingly, the Court need not decide whether Ansari would be  
14 entitled to attorney's fees under the DTSA or CUTSA.

15 Second, Plaintiffs argue that the Court should strike Ansari's Motion on the ground that  
16 Ansari proceeded *pro se* during a period of time throughout litigation and is therefore not entitled to  
17 recover attorney's fees for that period. Opp'n at 6. Section 1717 provides for the recovery of fees  
18 "incurred" to enforce a contract. Cal. Civ. Code § 1717(a). While it is generally true a litigant acting  
19 in *propria persona* cannot be said to "incur" fees under section 1717, *see Trope v. Katz*, 11 Cal. 4th  
20 274, 280 (1995), a *pro se* litigant may still recover attorney's fees when he or she "actually pays or  
21 becomes liable to pay for legal representation." *PLCM Grp. v. Drexler*, 22 Cal. 4th 1084, 1092  
22 (2000) (citing *Trope*, 11 Cal. 4th at 280). Here, Ansari "incurred" legal fees from various counsel  
23 and provided evidence of proof of payment. *See* ECF No. 82-2. Plaintiffs cite to no binding authority  
24 to support their argument that Ansari cannot recover attorney's fees because his attorneys merely  
25 wrote his motions without appearing in court or were not registered in the Central District of  
26 California. *See* Opp'n at 7. The Court thus denies Plaintiffs' request to strike Ansari's Motion on this  
27 basis.  
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1 Third, Plaintiffs argue Ansari is entitled to recover attorney's fees only for the four claims on  
2 which he prevailed at summary judgment, and nothing for the counterclaims. Opp'n at 5. As  
3 discussed previously, "[w]here a cause of action based on the contract providing for attorneys' fees  
4 is joined with other causes of action beyond the contract, the prevailing party may recover fees under  
5 section 1717 only as they relate to the contract action." *Diamond*, 753 F.2d at 1467. "A litigant may  
6 not increase the fee recovery by joining a cause of action in which fees are not recoverable with one  
7 in which they are." *Id.* "Thus, although time-keeping and billing procedures may make a requested  
8 segregation difficult, they do not, without more, make it impossible." *Id.* In his Reply, Ansari states  
9 that Ghavimi was the sole attorney who worked on prosecuting the twelve counterclaims. Reply at 4.  
10 Since only the breach of contract counterclaim arises, in part, under the Services Agreement, *see*  
11 ECF No. 18 at 27, the Court will limit the fees Ansari ultimately recovers from Ghavimi to the hours  
12 Ghavimi reasonably expended in prosecuting the breach of contract counterclaim and will exclude  
13 time spent on the remaining counterclaims.

14 Fourth, Plaintiffs argue Ansari is not entitled to a full recovery of attorney's fees because the  
15 billing records for Starpoint Law make no "mathematical sense" and are not documented with  
16 specific date and time entries and descriptions. *Id.* Specifically, Plaintiffs contend Ansari is  
17 "misleading the Court" in claiming an hourly rate of \$475 for Ghavimi when, in fact, Ansari entered  
18 into an amended agreement to pay Ghavimi \$350 per hour. *Id.*; *see* Ansari Decl. ¶ 6. Plaintiffs also  
19 argue Ansari was not actually billed for 91.5 hours of work. Opp'n at 7; *see* Ansari Decl. ¶ 6. The  
20 Court must base its award on the evidence a party submits and may reduce the award if the evidence  
21 does not support the award sought. *See Hensley*, 461 U.S. at 433 ("The party seeking an award of  
22 fees should submit evidence supporting the hours worked and rates claimed. Where the  
23 documentation of hours is inadequate, the district court may reduce the award accordingly.").  
24 Reviewing the billing records, the Court agrees with Plaintiffs that Ansari and Starpoint Law entered  
25 into an amended agreement on February 20, 2024, in which Ansari agreed to pay Ghavimi \$350 per  
26 hour. ECF No. 82-2 at 35. Starpoint Law's invoices billed Ansari at the agreed-to \$350 hourly rate,  
27 *id.* at 22–26, notwithstanding an email Ansari submitted in support of his Motion in which Ghavimi  
28 states his current hourly rate is \$475 as of May 7, 2025, *id.* at 67. The Court, however, disagrees

1 with Plaintiffs that Ghavimi's billing descriptions are not properly documented and finds that  
2 Ghavimi's time entries amount to 91.5 hours. *See id.* at 66. Ghavimi estimates that he spent 14 hours  
3 drafting the Answer and Counterclaim. *Id.* Because the Court must limit Ansari's recovery of fees to  
4 the hours Ghavimi spent prosecuting the breach of contract counterclaim, the Court, in its discretion,  
5 will permit Ansari to recover fees for only 3.5 hours of the total 14 hours Ghavimi spent working on  
6 these documents.<sup>6</sup> Applying the lodestar method, *Intel Corp.*, 6 F.3d at 622, the Court finds that  
7 Ghavimi's \$350 hourly rate and the total hours expended (81 hours) are reasonable based on the  
8 scope of work Ghavimi provided. *See* ECF No. 82-2 at 66. Moreover, the Court finds that the cost  
9 requested for hiring a deposition videographer (\$1,620) is reasonable. *See* Mot. at 2; ECF No. 82-2  
10 at 17.

11 Fifth, Plaintiffs argue the fees and hours claimed by Bonavida are "grossly excessive" and  
12 should be rejected. Opp'n at 7–8. Plaintiffs maintain that Bonavida "did not file anything with the  
13 Court, did not file or oppose any motions, did not conduct discovery, and did not conduct any  
14 depositions." *Id.* In his Reply, Ansari states that he consulted with Bonavida after Plaintiffs had  
15 informed him about the lawsuit against him and formally retained Bonavida on December 10, 2022.  
16 Reply at 5. For the next three to four months, Ansari alleges Bonavida engaged in "multiple  
17 conversations with Plaintiffs" through various phone calls and emails, many of which Ansari  
18 attached to his Reply as evidence. *Id.*; *see id.* at 10–43. In light of the emails provided, the Court  
19 finds Bonavida's fees and hours are not "grossly excessive." Applying the lodestar method, the  
20 Court further finds that Bonavida's \$650 hourly rate and total hours expended (13.6) are reasonable.  
21 *See Intel Corp.*, 6 F.3d at 622; ECF No. 82-2 at 1–10.

22 Sixth, Plaintiffs argue that the Court should strike Ansari's Motion on the ground that  
23 Counterclaim Defendant Naghavi was not a signatory to the Services Agreement and is therefore not  
24 liable for attorney's fees incurred by Ansari. Opp'n at 8. The Court rejects Plaintiffs' request to  
25 strike because it is clear from Ansari's Motion and declaration that he is not requesting an award of  
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28 <sup>6</sup> In reaching this amount, the Court also considered the hours it spent addressing the counterclaims at the summary judgment stage.

1 attorney's fees against Naghavi. *See* Mot.; Ansari Decl. The Court also refuses to consider Ansari's  
2 argument—raised for the first time in his Reply—that Naghavi is liable for attorney's fees on an  
3 alter-ego theory.<sup>7</sup> *See State of Nev. v. Watkins*, 914 F.2d 1545, 1560 (9th Cir. 1990) (stating general  
4 rule that parties cannot raise new issues for first time in reply briefs); *Tovar v. U.S. Postal Serv.*, 3  
5 F.3d 1271, 1273 n.3 (9th Cir. 1993) (striking new information from reply brief, while noting this  
6 practice “deprived the [opposing party] of an opportunity to respond.”).

7 Accordingly, the Court grants the reduced amount of fees and costs requested by Ansari:  
8 \$41,728.73 in fees for 122.5 hours of work and \$1,620 in costs, for a total of \$43,348.73.

### 9 RESOURCES FOR *PRO SE* LITIGANTS

10 Although Ansari is proceeding *pro se*, *i.e.*, without legal representation, he nonetheless is  
11 required to comply with Court orders, the Local Rules, and the Federal Rules of Civil Procedure. *See*  
12 C.D. Cal. L.R. 83-2.2.3. The Local Rules are available on the Court's website,  
13 <http://www.cacd.uscourts.gov/court-procedures/local-rules>. The Court cannot provide legal advice to  
14 any party, including *pro se* litigants. There is a free “*Pro Se Clinic*” that can provide information and  
15 guidance about many aspects of civil litigation in this Court.

16 Public Counsel runs a free Federal *Pro Se* Clinic where *pro se* litigants can get information  
17 and guidance. The Clinic is located at the Roybal Federal Building and Courthouse, 255 East  
18 Temple Street, Los Angeles, CA 90012. *Pro se* litigants must call or submit an on-line application to  
19 request services as follows: on-line applications can be submitted at  
20 <http://prose.cacd.uscourts.gov/los-angeles>, or call (213) 385-2977, ext. 270.

21 Public Counsel also has extensive resources for *pro se* litigants at its website located at  
22 <https://publiccounsel.org/services/federal-court/>.

23 The Court is also informed that the LA Law Library, located across the street from the First  
24 Street Courthouse at 301 W. First Street, Los Angeles, CA 90012, also has extensive resources for  
25 *pro se* litigants—including those in federal court. The LA Law Library offers legal research classes,  
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27 <sup>7</sup> Even if Ansari had raised the alter-ego theory as to Naghavi in his Motion, the Court would still have  
28 rejected the argument, as it would not have affected the outcome: the Court already determined that Ansari is  
entitled to recover attorney's fees from Plaintiffs, and Ansari is not entitled to a double recovery.

1 assistance from reference librarians, and free public computers with Internet access. The LA Law  
2 Library can be reached via email at [reference@lalawlibrary.org](mailto:reference@lalawlibrary.org), or via telephone at (213) 785-2513.

3 **CONCLUSION**

4 For the reasons stated herein, the Court ORDERS as follows:

- 5 1. Ansari's Motion for Attorney Fees (ECF No. 82) is GRANTED IN PART; and  
6 2. The Court awards attorney's fees to Ansari in the amount of \$41,728.73 and costs in the  
7 amount of \$1,620 for a total of \$43,348.73.

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9 IT IS SO ORDERED.

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11 Dated: August 19, 2025



12 MAAME EWUSI-MENSAH FRIMPONG

13 United States District Judge  
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